

(Per ILA Approval Requirements)

CA Approval
 JB Approval

REGIONAL FARE COORDINATION SYSTEM CHANGE ORDER NO. 19

CONTRACTOR: **ERG Transit Systems (USA) Inc.**
CONTRACT NUMBER: **229944**

This Change Order to Contract #229944 ("Change Order") is executed as of 10/17/06 by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Background

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to execute this Change Order No. 19 and the attached Amendment 17, to modify: Division III functional requirements related to the DDU Application; all documents related to the DDU; and Section VI of Exhibit 9, Price Schedule.

Changes

The Agencies and the Contractor hereby agree to the following changes to the Contract.

1.0 Division III Changes

Section 6-III –6.3 is hereby amended to add the following functional requirement:

- (f) Upon removal of power from the ignition sense input of the device, the FTP and DDU shall execute automatic logoff and automatic power down functions with timeouts determined through configuration data.
- (g) The DDU shall include an automatic timed logoff function, initiated by removal of vehicle power at the ignition sense input of the DDU. In the event the operator does not logoff, removal of power from the ignition sense input will automatically initiate the DDU logoff process after an Agency-configurable time period has expired. Such period shall be configurable on an Agency by Agency basis.
- (h) The automatic logoff function shall be canceled and reset if the power to the ignition sense is restored prior to expiration of the automatic logoff timer.
- (i) The automatic logoff function shall be canceled and reset if the vehicle master switch is turned to any “run” position prior to expiration of the automatic logoff timer.

2.0 Development and Testing

Contractor shall develop all required Software revisions, and conduct and document additional testing as necessary, to successfully provide the functionality described in Section 1.0. Tested Software shall be provided to KCM as soon as possible but not later than seven business (7) days after execution of this Change Order.

3.0 Document Changes

Contractor shall provide revisions to all documents related to the DDU which revisions are necessary to incorporate and explain the above-described change in functionality, including but not limited to DR 103B, DR 102B, and Software Documentation, Said revisions shall be provided within twenty (20) days prior to the execution of the Beta Test Readiness milestone .

The in-progress On-Board Operations Manual (CDRL 34) and associated Training Materials (CDRL 29) shall be revised as necessary to incorporate and explain the above-described change in functionality as part of the next delivery of such documents for KCM review.

4.0 Compensation Changes

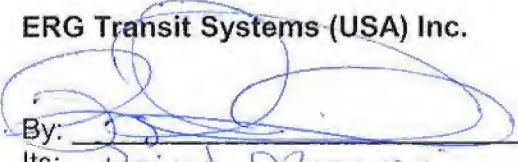
This Change Order 19 shall give rise to no additional compensation except for the lump-sum amount of \$7,054.00, as specified in Amendment 17 which is attached hereto as "CO-19 Attachment A" and which the Parties agree, without further execution, hereby amends Exhibit 9 to the Contract, entitled "Price Schedule," by adding a special program to Section VI, "Implementation, Special Programs."

5.0 Other Terms and Conditions

Except as expressly amended by this Change Order, the Contract remains in full force and effect. All other provisions of the Contract not referenced in this Change Order No. 19 shall remain in effect unless modified in other executed Amendments and Change Orders.

IN WITNESS WHEREOF, the parties hereto have executed this Change Order No. 19 to Contract #229944 as of the date set forth below its signature.

ERG Transit Systems (USA) Inc.

By: 

Its: Project Manager

Date: 10/17/06

The Agencies

By: Andrea Carlson
Their: Contract Administrator
On behalf of the Agencies
Date: 10/14/06

Amendment 17 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 17 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 17th day of October, 2006, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
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5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule, in connection with the Work described in Change Order 19 to which this is attached.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 1.0 Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

	LUMP SUM COST
1. PHASE 1 (up to and including Beta Test Acceptance)	
A. DESIGN	
1. Card Issue & Revalue Functions	\$422,859
2. Passenger Fare Payment Functions	\$396,909
3. Data Acquisition System	\$352,382
4. Revenue Management & Reconciliation	\$387,621
5. Agency Ridership & Revenue Processing	\$352,382
TOTAL DESIGN:	\$1,912,153
B. DEVELOPMENT	
1. Card Issue & Revalue Functions	\$493,335
2. Passenger Fare Payment Functions	\$529,212
3. Data Acquisition System	\$493,335
4. Revenue Management & Reconciliation	\$563,812
5. Agency Ridership & Revenue Processing	\$493,335
6. Windows CE Implementation for DDU	\$112,440
TOTAL DEVELOPMENT:	\$2,685,470
C. TESTING SETUP	
Tools, Test Bed, Facility	\$211,429
D. TESTING	
TESTING	\$914,517
E. BETA TESTING	
Installation & Testing	\$626,978
F. CENTRAL SYSTEM SOFTWARE	
Configuration	\$3,510,779
Testing	\$1,170,260
G. EMC TEST	
EMC TEST	\$74,245
H. ENVIRONMENTAL TEST	
ENVIRONMENTAL TEST (cost for 5 devices)	\$79,704
TOTAL (A):	\$11,185,535

2. **PHASE 2** (after Beta Test Acceptance)

A. TESTING	\$940,467
B. ACCEPTANCE TESTING	\$556,502
TOTAL (B):	\$1,496,969

GRAND TOTAL (A + B)	\$12,682,504
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SPECIAL PROGRAMS

LUMP SUM COST

Original Contract

A. PARATRANSIT	\$70,476
B. VANPOOL	\$70,476

Change Order No. 1

A. KCM RCU Conceptual Design (Not to Exceed plus reimbursable travel expenses)	\$26,795
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Change Order No. 11

WSF GAK Implementation	\$241,584
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Change Order No. 15

WSF Gate & POS Simulator	\$24,614
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Change Order No. 16

KT PFTP Implementation	
1. Phase 1 FDR through Beta Test Readiness	\$79,698
2. Phase 2 After Beta Test Readiness	\$46,683
TOTAL IMPLEMENTATION:	\$126,381

Change Order No. 18

KCM DDU Functionality when ARI enters Init Mode	\$10,985
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Change Order 19

KCM DDU Auto Logoff and Power Down	\$7,054
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Section 2.0 All other provisions of the Contract not referenced in this Amendment 17 shall remain in effect unless modified in other executed Amendments and Change Orders.